

because of any error in that decree, but because of its *satisfaction*, as shown by facts arising since it was pronounced. So far, in fact, from imputing error to the former decree, the bill in this case rests upon the principles therein adjudicated.

The principles settled by the Court of Appeals in the case of *Crapster vs. Griffith*, 6 H. & J., 144, seems to me to go far to vindicate the conclusion to which I have come in this case, and that case also shows that an original bill, as in this case, is the proper form to be adopted in such circumstances. The decision of the court upon this point is made more striking, because the Chancellor, whose decree was reversed, made the objection that a supplemental, and not an original, bill, was the proper remedy. The court upon this motion is not called upon, nor is it in a situation to decide the other question presented by the answer. The injunction in this case will be continued.

CHAS. F. MAYER, for the Complainant.

THOS. S. ALEXANDER, for the Defendant.

MARY O. G. CRONISE BY HER NEXT FRIEND

VS.

JOHN CLARK, HENRY MANKIN ET AL.

JULY TERM, 1849.

[PRACTICE—MORTGAGE BY FEME COVERT INFANT—ACT OF 1833, CH. 181.]

A MORTGAGE of her reversionary interest in real and personal estate, executed by a *feme covert* infant to secure a debt due by a firm of which her husband was a member, is absolutely void and incapable of confirmation.

She may insist upon her incapacity to execute such an instrument notwithstanding a decree has been passed for the sale of the mortgaged property under the act of 1833, ch. 181, the proceeding to obtain such decree under that act being *ex parte*.

On motion to dissolve on bill and answer, so much of the bill as is not denied by the answer, is taken for true.

The averment in the bill of the infancy of the complainant at the time she executed the mortgage, though not admitted by the answer, and proof called for to sustain it, must, on motion to dissolve, be taken to be true.

Contracts void at law are void in equity, and are considered by the latter courts, as well as the former, incapable of being made good by any subsequent acts of the parties.